

## **REMARKS**

Reconsideration of the subject application as amended herein is respectfully requested.

### **Claim Rejections 35 U.S.C § 112:**

Claim 5 was rejected because there was insufficient antecedent basis for the limitation “the obtaining” in the claim and because the part of the sentence “without physical access immediately upstream of the obtaining” was considered as unclear because referring to a logical point and not to a physical point.

Claim 5 has been amended :

- by replacing “the obtaining” by “an obtaining” ; and
- by replacing “without physical access immediately upstream of the obtaining of the signature” by “without physical access immediately upstream a module of the integrated circuit adapted to obtain the signature” (see page 13 lines 3- 17 of the specification).

Consequently, it is requested that the 35 U.S.C § 112 rejection of Claim 5 be reconsidered.

### **Claim Rejections 35 U.S.C § 103 :**

a/ Independent Claims 1 and 6 have been rejected as being unpatentable over Oouchi in view of Shimbo.

b/ Independent Claims 1 and 6 have been amended in order to specify that each transmitted packet includes the signature (cf. specification page 6 lines 23-28).

c/ The invention proposes a method of transporting packets between an access interface of a subscriber installation and a concentrating router of a shared network, in which the access interface carries out control operations on streams of packets transmitted to the concentrating router, within the framework of a contract between the subscriber and a manager of the shared network. After having carried out the control operations concerning a packet to be transmitted, the access interface transmits this packet to the concentrating router, each packet being transmitted with a signature based on a secret shared with the concentrating router, authenticating that the packet has been subjected to the control operations.

The stream controls pertaining to the contractual framework are thus decentralized, thereby avoiding the need for the concentrating router to take on all the diversity of the operations demanded by the various subscriptions. The mechanism for signing the packets guaranteed to the manager of the network that the subscriber, who is furnished with the access interfaces at his premises, does not send him packets which have not been subjected to the stream control operations, that is to say which have sidestepped the police and billing functions.

d/The Examiner rejects independent Claims 1 and 6 as being unpatentable over Oouchi in view of Shimbo et al.

But neither Oouchi nor Shimbo describes operation controls in an access interface of a subscriber installation as stated in these claims.

Indeed control operations in Oouchi are carried out in the arrival packet monitor 10 of the module 31 represented in figure 2 and detailed in figure 3. And this module 31 is upstream from a shared ATM network and downstream from a multiplexer 2 connected with a plurality of subscriber terminals via input lines 21 to 2d, each subscriber having a respective contract (declared parameters) with the manager of the shared

network. Thus the module 31 is out of the subscriber installations.

And Shimbo does not describe either operation controls in an access interface of a subscriber installation.

e/Moreover, the signature as set forth in Claims 1 and 6 is appended on each transmitted packet after the carrying out of the control operations, whereas the identification mark of Oouchi is only affixed on those of the transmitted packets that are in violation of the contract.

f/ At last, if only the violation packets being marked in order the packet switch 1 of the ATM shared network be able to treat them as non-priority-packets, in Shimbo et al., all the packets transmitted from a first gateway to a second one have an authentication code (col 15 lines 3-16), in order to inform the second gateway that the packets come from the first gateway.

Thus the contexts of Oouchi et al. and Shimbo et al. are totally different and one of ordinary skilled in the art would have not been motivated to combine the teachings of these two documents, this combination anyway leading not to the invention, as indicated hereabove in points d/ and e/.

Therefore the independent Claims 1 and 6 are not anticipated by Oouchi in view of Shimbo because some essential features of these Claims are described in none of these prior art documents.

For the same reasons, claims 2 to 5, 7 to 10 which depend upon the above-mentioned independent Claims, are also believed to be allowable.

Consequently, it is requested that the 35 U.S.C § 103(a) rejection of these Claims be reconsidered.

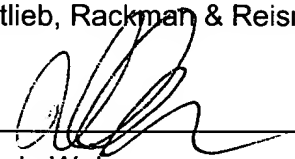
In light of the foregoing, the prompt issuance of notice of allowance is respectfully solicited.

Respectfully submitted

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